

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
WESTERN DIVISION**

THE CONSTRUCTION INDUSTRY	)	
RETIREMENT FUND OF ROCKFORD,	)	
ILLINOIS and THE CONSTRUCTION	)	
INDUSTRY WELFARE FUND OF	)	
ROCKFORD, ILLINOIS,	)	District Judge:
	)	
Plaintiffs,	)	Magistrate Judge:
	)	
vs.	)	Case No:
	)	
ASPEN CONSTRUCTION SYSTEM,	)	
INC.,	)	
	)	
Defendant.	)	
	)	

**COMPLAINT**

Plaintiffs, the Construction Industry Retirement Fund of Rockford, Illinois and Construction Industry Welfare Fund of Rockford, Illinois, by their attorneys, WilliamsMcCarthy LLP, bring this Complaint against Defendant, Aspen Construction System, Inc.

**COUNT I  
(Failure to Pay Contributions to the Funds)**

1. Jurisdiction in this cause is based upon §301 of the Labor-Management Relations Act (“LMRA”), as amended. 29 U.S.C. § 185(a).
2. Jurisdiction in this cause is also based upon §502 of the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended. 29 U.S.C. § 1132.
3. Venue is proper pursuant to 29 U.S.C. § 1132(e)(2) in this District because The Construction Industry Retirement Fund of Rockford, Illinois and The Construction Industry

Welfare Fund of Rockford, Illinois is administered in Rockford, Illinois (collectively referred to as “the Funds” or “Plaintiffs”).

4. The Funds are a multi-employer benefits plan withing the meaning of ERISA. It is established and maintained pursuant to its respective Agreements and Declarations of Trust in accordance with § 302(c)(5) of the LMRA. 29 U.S.C. § 186(c)(5). The Funds have standing to sue pursuant to 29 U.S.C. § 1132(d)(1) and 29 U.S.C. § 185(a).

5. Defendant is engaged in the construction industry and is doing business within this geographic area, is an industry affecting interstate commerce, and is an employer within the meaning of § 3(5) of ERISA and § 301(a) of the LMRA.

6. Heartland Regional Council of Carpenters, (“the Union”) is a labor union which represents its members in negotiations and dealing with employers with respect to rates of pay, hours of work, and other conditions of employment.

7. On or about March 12, 2004, Defendant entered into a Memorandum of Agreement with the Union, evidence of which is attached hereto and made a part hereof as **Exhibit A**.

8. Under the terms of the Memorandum of Agreement, and the Collective Bargaining Agreement and Trust Agreements incorporated therein (the “Agreements”), Defendant is required to make contributions on behalf of its employees covered by the Agreements for pension benefits, health and welfare benefits, apprentice, working dues and to submit monthly remittance reports in which it identifies the employees covered under the Agreements and the amount of contributions to be remitted to the Funds on behalf of each covered employee.

9. Under the terms of the Agreements, contributions to the Funds are due on the

15<sup>th</sup> day of the month following the month hours are worked and are considered delinquent after the 25<sup>th</sup> day of the month.

10. Under the terms of the Agreements, any employer who fails to make the contributions by the 25<sup>th</sup> day of the month after the work was performed is required to pay an additional amount of ten percent (10%) in liquidated damages, along with all legal fees and costs expended to collect the amounts owed.

11. Under the terms of the Agreements to which Defendant is bound, Defendant is required to submit its books and records to the Funds on demand for an audit to determine benefit contribution compliance.

12. Beginning January 1, 2015 through June 30, 2017, Defendant has failed to report and/or pay contributions and/or liquidated damages owed to the Funds in violation of its contractual obligations and the obligations under State and Federal law (see **Exhibit B** attached hereto and made a part hereof).

13. As a direct and proximate result of Defendant's failure to pay contributions, Defendant's employees are in jeopardy of losing their health and welfare eligibility and benefits.

14. Defendant's actions in failing to make timely reports and contributions violate § 515 of ERISA, 29 U.S.C. § 1145, and §301 of the LMRA. 29 U.S.C. § 185.

15. Pursuant to § 502(g)(2) of ERISA, 29 U.S.C. § 1132(g)(2), §301 of the LMRA, 29 U.S.C. § 185, and the terms of the Agreements, Defendant is liable to the Funds for unpaid contributions, as well as interest and liquidated damages on the unpaid and late contributions, reasonable attorney's fees and costs, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request that this Court enter a Judgment against Defendant, Aspen Construction System, Inc., as follows:

- (a) Directing Defendant to submit its books and records to an audit on demand by Plaintiffs;
- (b) Entering judgment in a sum certain against Defendant on any amount shown due and owing pursuant to the audit, including unpaid contributions, liquidated damages, interest, audit costs and attorney's fees and costs;
- (c) Enjoining Defendant from violating the terms of the Agreements;
- (d) Awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate; and
- (e) Ordering Defendant to remain current in payment of all contributions to the Funds.

THE CONSTRUCTION INDUSTRY WELFARE  
FUND OF ROCKFORD, ILLINOIS and THE  
CONSTRUCTION INDUSTRY RETIREMENT  
FUND OF ROCKFORD, ILLINOIS, Plaintiffs,  
By: WILLIAMSMcCARTHY, LLP

/s/ Troy E. Haggstad  
Troy E. Haggstad (#06229384)  
WILLIAMSMcCARTHY, LLP  
120 West State Street, Suite 400  
P.O. Box 219  
Rockford, IL 61105-0219  
815/987-8900

**HEARTLAND REGIONAL COUNCIL OF CARPENTERS**

201 E. Third Street, Sterling, IL 61081-3611

**BRUCE WERNING**  
Executive  
Secretary-Treasurer



Phone: (815) 626-2177  
Fax: (815) 626-2190

5433  
300

## Memorandum Of Agreement

THIS AGREEMENT IS ENTERED INTO BETWEEN HEARTLAND REGIONAL COUNCIL OF CARPENTERS: hereinafter referred to as the "Union" and the COMPANY, hereinafter referred to as the "Employer," covering the geographical jurisdiction of Boone, Bureau, Carroll, DeKalb, Henderson, Henry, Jo Daviess, La Salle, Lee, Marshall, Mercer, Ogle, Putnam, Rock Island, Stark, Stephenson, Whiteside, and Winnebago counties of Illinois; the entire state of Iowa, the entire state of Nebraska and Union County, South Dakota. The Employer and the Union do hereby agree as follows:

Please type or print the following information, using the legal entity for the company name:

Company: Aspen Construction Systems Inc.

Address: P.O. Box 1847

City: Rockford

State: IL Zip: 61110

Phone: (815) 226-8740

Fax: (Same)

1. The Employer agrees and is satisfied that the UNION is supported by a majority of the employees of the Employer presently working within the territorial and occupational jurisdiction of the Union.

2. The Employer recognizes the Union as the sole and exclusive bargaining agent for and on behalf of the employees of the Employer working within the territorial and occupational jurisdiction of the Union.

3. The Employer agrees to be bound by the terms of the various Trust Agreements to which contributions are required to be made under the Agreements referred to in this Memorandum of Agreement hereof, and includes all rules and regulations adopted by the Trustees thereof, and agrees to make prompt payments of the per hour contributions with respect to each such Trust Fund.

4. The Employer and the Union do hereby incorporate by reference and agree to be bound through their respective expiration dates by each of the area Agreements negotiated between subordinate bodies of the United Brotherhood of Carpenters & Joiners of America, specifically the Heartland Regional Council of Carpenters and various Employers and Employer Associations in the states of Illinois, Iowa, Nebraska, and South Dakota which, on the effective date of this Agreement, make up the geographic jurisdiction of the Heartland Regional Council of Carpenters.

5. Further, the Employer and the Union hereby agree to be bound by Agreements negotiated between the Heartland Regional Council of Carpenters and various Employers and Employers Associations for the period beginning with the execution date of this Memorandum and ending on the expiration dates of any successor Agreements thereto from time to time thereafter unless the Employer gives written notice by certified mail to the Heartland Regional Council of a desire to amend or terminate this Memorandum of Agreement not more than ninety (90), and not less than sixty (60), days prior to its expiration date of the effective Local Union commercial agreement for the Local Union listed below.

6. The Union reserves the right to establish a steward from the Local Union having geographical jurisdiction over the project and the Employer shall have complete mobility of manpower throughout the entire geographical jurisdiction of the Heartland Regional Council of Carpenters as listed above.

IN WITNESS WHEREOF, the parties have executed this Agreement on MAR 12, 2004, 2004.

For The Above Named Employer

HEARTLAND REGIONAL COUNCIL OF CARPENTERS

JAMES C. SHUMAKER  
Signature  
PRESIDENT

JERRY THOMAS  
Signature  
Organizer  
792

Please Print or Type Name and Title Above

Please Print or Type Name and Title Above Local Union

PRESIDENT

### REQUIRED INFORMATION - PLEASE COMPLETE

Note-Please attach worker comp and bonding certificates, or mail to Union within 10 days

Workers Comp Insurance Agency(local): <u>Geth &amp; Ruppnick's Inc</u>	Phone <u>(815) 394-6640</u>
Bonding Agency(local): <u>CAPITAL Indemnity Corp</u>	Phone <u>(608) 231-4450</u>
Federal Identification Number: <u>20-0531119</u>	
Contractor Registration Number:	State:

f:\apps\qal\doc\agree\memagr03.doc



MAR 19 2004

**EXHIBIT**

A

**RICHARD J. WOLF AND COMPANY, INC.**

Post Office Box 591  
Palos Park, Illinois 60464  
(708) 923-0909  
Fax (708) 923-0910



August 23, 2017

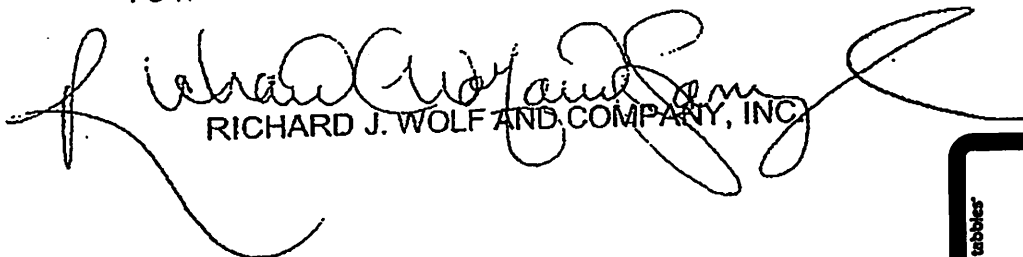
Board of Trustees of the Various  
Fringe Benefit Funds of the  
Construction Industry Funds

RE: Aspen Construction Systems, Inc. (5433)

We have performed a fringe benefit contribution compliance audit of Aspen Construction Systems Inc., for the period from January 1, 2015 through June 30, 2017. The audit encompassed the comparison of individual earnings records to certain payroll tax and fund reports and a review of the general disbursements records.

The comparison and review indicate that the employer has not complied with its fringe benefit contribution requirements and owes the following amounts:

<u>FUND</u>	<u>AMOUNT</u>
WELFARE	\$ 1,517.01
DEFINED BENEFITS	429.75
RETIREMENT	1,411.85
ADVANCEMENT	106.95
MKTG FUND	21.79
APPRENTICE	93.00
DUES 4%	239.98
UBC HEALTH	15.50
PROJ 1 <sup>ST</sup> RATE	7.75
Sub Total	\$ 3,843.58
10% Liq. Damages	\$ 335.86
TOTAL	<u>\$ 4,179.44</u>

  
RICHARD J. WOLF AND COMPANY, INC.

**EXHIBIT**

B

8/23/2017  
ARDCONSTRUCTION INDUSTRY FUNDS - GROUP #300 & #332 - CARP #792 - COMMERCIAL  
ASPEN CONSTRUCTION SYSTEMS, INC #5433

YEAR: 2016

ADDITIONAL HOURS 1/16 - 12/16

S.S.#	Flags	Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DIVERA, JOSE		Hours	-	-	-	-	-	-	100.00	-	-	-	-	-	100.00
9475															
TOTAL HOURS									100.00						100.00

## AMOUNT DUE TO FUNDS:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
WELFARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 975.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 975.00
DEFINED BENEFIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 305.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 305.00
RETIREMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
ADVANCEMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69.00
MKTG FUND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14.00
APPRENTICE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60.00
DUES 4 %	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158.30
UBC HEALTH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.00
PROJ 1ST RATE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.00
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,596.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,596.30

Rates:	6/1/16	to	6/31/17
WELFARE	9.75	APPRENTICE	0.80
DEFINED BENEFIT	3.05	BLOC. TRADES	
RETIREMENT	10.00	DUES 4 %	1.583
ADVANCEMENT	0.69	UBC HEALTH	0.10
MKTG FUND	0.14	PROJ 1ST RATE	0.05

## CONSTRUCTION INDUSTRY FUNDS - GROUP #300 &amp; #332 - CARP #792 - COMMERCIAL

ASPEN CONSTRUCTION SYSTEMS, INC # 5433

YEAR: 2017

## ADDITIONAL HOURS 1/17 to 12/17

S. S. #	Flags	Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
RIVERA, JOSE	#	Hours	-	-	-	-	-	9.00	-	-	-	-	-	-

TOTAL HOURS

-	-	-	-	-	-	-	-	9.00	-	-	-	-	-	-
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## AMOUNT DUE TO FUNDS:

WELFARE  
DEFINED BENEFIT  
RETIREMENT  
ADVANCEMENT  
MKTG FUND  
APPRENTICE  
DUES 4 %  
UBC HEALTH  
PROJ 1ST RATE

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
\$	-	\$ -	\$ -	\$ -	\$ -	\$ 93.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -	\$ -	\$ 29.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -	\$ -	\$ 95.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -	\$ -	\$ 6.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -	\$ -	\$ 1.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -	\$ -	\$ 5.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -	\$ -	\$ 14.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -	\$ -	\$ 0.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -	\$ -	\$ 0.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 247.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Rates:	6/1/17	to	6/31/18
WELFARE	10.39	APPRENTICE	0.60
DEFINED BENEFIT	3.25	BLOG. TRADES	
RETIREMENT	10.65	DUES 4%	1.583
ADVANCEMENT	0.69	UBC HEALTH	0.10
MKTG FUND	0.15	PROJ 1ST RATE	0.09



Total
9.00

9.00
------

Total
\$ 93.61
\$ 29.26
\$ 95.85
\$ 6.21
\$ 1.35
\$ 5.40
\$ 14.25
\$ 0.90
\$ 0.45
\$ 247.17

## CONSTRUCTION INDUSTRY FUNDS - GROUP #300 &amp; #332 - CARP #792 - COMMERCIAL

ASPEN CONSTRUCTION SYSTEMS, INC # 5433

YEAR: 2017

UNREPORTED HOURS 1/17 to 12/17 (CODE 300)

S. S. #	Flags	Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DOWD, JOHN 2	#	Hours	-	-	15.00	-	-	-	-	-	-	-	-	-	15.00
WOOD, ROBERT	#	Hours	-	-	15.00	-	-	-	-	-	-	-	-	-	15.00
TOTAL HOURS			-	-	30.00	-	-	-	-	-	-	-	-	-	30.00

## AMOUNT DUE TO FUNDS:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
WELFARE	\$ -	\$ -	\$ 292.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292.50
DEFINED BENEFIT	\$ -	\$ -	\$ 91.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91.50
RETIREMENT	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00
ADVANCEMENT	\$ -	\$ -	\$ 20.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20.70
MKTG FUND	\$ -	\$ -	\$ 4.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.20
APPRENTICE	\$ -	\$ -	\$ 18.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18.00
DUES 4%	\$ -	\$ -	\$ 47.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47.49
UBC HEALTH	\$ -	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.00
PROJ 1ST RATE	\$ -	\$ -	\$ 1.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.50
TOTAL	\$ -	\$ -	\$ 778.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 778.89

Rates:	6/1/16	to	6/31/17
WELFARE	9.75	APPRENTICE	0.60
DEFINED BENEFIT	3.05	BLDG. TRADES	
RETIREMENT	10.00	DUES 4%	1.583
ADVANCEMENT	0.69	UBC HEALTH	0.10
MKTG FUND	0.14	PROJ 1ST RATE	0.05

## CONSTRUCTION INDUSTRY FUNDS - GROUP #300 &amp; #332 - CARP #792 - COMMERCIAL

ASPEN CONSTRUCTION SYSTEMS, INC # 5433

YEAR: 2017

UNREPORTED HOURS 1/17 to 12/17 (CODE 332)

S. S. #	Flags	Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
KOBERNAT, MATT	#	Hours	-	-	16.00	-	-	-	-	-	-	-	-	-	16.00

TOTAL HOURS	-	-	16.00	-	-	-	-	-	-	-	-	-	-	-	16.00
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## AMOUNT DUE TO FUNDS:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
WELFARE	\$ -	\$ -	\$ 156.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156.00
DEFINED BENEFIT	\$ -	\$ -	\$ 4.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.00
RETIREMENT	\$ -	\$ -	\$ 16.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16.00
ADVANCEMENT	\$ -	\$ -	\$ 11.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11.04
MKTG FUND	\$ -	\$ -	\$ 2.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.24
APPRENTICE	\$ -	\$ -	\$ 9.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.60
DUES 4%	\$ -	\$ -	\$ 19.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19.94
UBC HEALTH	\$ -	\$ -	\$ 1.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.60
PROJ 1ST RATE	\$ -	\$ -	\$ 0.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.80
TOTAL	\$ -	\$ -	\$ 221.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 221.22

Rates:	8/1/16	to	8/31/17
WELFARE	9.75	APPRENTICE	0.60
DEFINED BENEFIT	0.25		
RETIREMENT	1.00	DUES 4%	1.248
ADVANCEMENT	0.69	UBC HEALTH	0.10
MKTG FUND	0.14	PROJ 1ST RATE	0.05

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## CONSTRUCTION INDUSTRY FUNDS - GROUP #300 &amp; #332 - CARP #792 - COMMERCIAL

ASPEN CONSTRUCTION SYSTEMS, INC # 5433

RICHARD J. WOLF AND COMPANY, INC.

## SUMMARY REPORT TOTAL

	<u>ADDITIONAL</u>	<u>UNREPORTED</u>	<u>TOTAL</u>
WELFARE	\$ 1,068.51	\$ 448.50	\$ 1,517.01
DEFINED BENEFIT	\$ 334.25	\$ 95.50	\$ 429.75
RETIREMENT	\$ 1,095.85	\$ 316.00	\$ 1,411.85
ADVANCEMENT	\$ 75.21	\$ 31.74	\$ 106.95
MKTG FUND	\$ 15.35	\$ 6.44	\$ 21.79
APPRENTICE	\$ 65.40	\$ 27.60	\$ 93.00
DUES 4 %	\$ 172.55	\$ 67.43	\$ 239.98
UBC HEALTH	\$ 10.90	\$ 4.60	\$ 15.50
PROJ 1ST RATE	\$ 5.45	\$ 2.30	\$ 7.75
TOTAL	<u>\$ 2,843.47</u>	<u>\$ 1,000.11</u>	<u>\$ 3,843.58</u>

8/23/2017  
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**CONSTRUCTION INDUSTRY FUNDS - GROUP #300 & #332 - CARP #792 - COMMERCIAL****ASPEN CONSTRUCTION SYSTEMS, INC # 5433****RICHARD J. WOLF AND COMPANY, INC.****\*\* GRAND TOTAL \*\***

WELFARE	\$ 1,517.01
DEFINED BENEFIT	\$ 429.75
RETIREMENT	\$ 1,411.85
ADVANCEMENT	\$ 106.95
MKTG FUND	\$ 21.79
APPRENTICE	\$ 93.00
DUES 4 %	\$ 239.98
UBC HEALTH	\$ 15.50
PROJ 1ST RATE	\$ 7.75
TOTAL	<u>\$ 3,843.58</u>

Aspen Construction

Audit	\$	3,843.58
Audit LD	\$	<u>335.86</u>
	\$	4,179.44

Audit Fee	\$	850.00
Old LD	\$	<u>1,395.37</u>
Total	\$	6,424.81

CONSTRUCTION INDUSTRY FUND OF ROCKFORD  
1322 EAST STATE STREET SUITE 300  
ROCKFORD, IL 61104  
815-399-0800

ASPEN CONSTRUCTION SYSTEM  
PO BOX 1847  
ROCKFORD, IL 61110

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10/13/2017

5433

Your payroll submission(s) for the following were delinquent. You have been assessed a delinquent penalty as follows:

ACCT	FUND	PAY PERIOD	DEPOSIT DT	FUND	%	PENALTY AMT	PD AMT	PD DT	WAIVE
CIRCRP	CIDB	12/31/2015	02/11/2016	**** \$18.38	10.00	\$1.84			
	CIDB	12/31/2015	02/11/2016	\$396.50	10.00	\$39.65			
CIRCRP	CIPN	12/31/2015	02/11/2016	\$1,254.50	10.00	\$125.45			
CIRCRP	CIWFR	12/31/2015	02/11/2016	\$1,176.50	10.00	\$117.65			
	CIWFR	12/31/2015	02/11/2016	\$665.18	10.00	\$66.52			
CIRCRP	CIDB	01/31/2016	04/01/2016	\$14.88	10.00	\$1.49			
	CIDB	01/31/2016	04/01/2016	\$160.13	10.00	\$16.01			
CIRCRP	CIPN	01/31/2016	04/01/2016	\$506.63	10.00	\$50.66			
	CIPN	01/31/2016	04/01/2016	\$59.50	10.00	\$5.95			
CIRCRP	CIWFR	01/31/2016	04/01/2016	\$538.48	10.00	\$53.85			
	CIWFR	01/31/2016	04/01/2016	\$475.13	10.00	\$47.51			
CIRCRP	CIDB	03/31/2016	05/31/2016	\$440.73	10.00	\$44.07			
CIRCRP	CIPN	03/31/2016	05/31/2016	\$1,394.43	10.00	\$139.44			
CIRCRP	CIWFR	03/31/2016	05/31/2016	\$1,307.73	10.00	\$130.77			
CIRCRP	CIDB	04/30/2016	06/22/2016	\$309.58	10.00	\$30.96			
CIRCRP	CIPN	04/30/2016	06/22/2016	\$979.48	10.00	\$97.95			
CIRCRP	CIWFR	04/30/2016	06/22/2016	\$918.58	10.00	\$91.86			
CIRCRP	CIDB	08/31/2016	01/31/2017	\$143.35	10.00	\$14.34			
CIRCRP	CIPN	08/31/2016	01/31/2017	\$470.00	10.00	\$47.00	\$0.47	01/31/201	
CIRCRP	CIDB	10/31/2016	12/21/2016	\$54.90	10.00	\$5.49			
CIRCRP	CIPN	10/31/2016	12/21/2016	\$180.00	10.00	\$18.00			
CIRCRP	CIWFR	10/31/2016	12/21/2016	\$169.20	10.00	\$16.92			
CIRCRP	CIDB	11/30/2016	03/28/2017	\$146.40	10.00	\$14.64			
CIRCRP	CIPN	11/30/2016	03/28/2017	\$480.00	10.00	\$48.00			
CIRCRP	CIWFR	11/30/2016	03/28/2017	\$451.20	10.00	\$45.12			
CIRCRP	CIDB	03/31/2017	09/19/2017	\$140.30	10.00	\$14.03			
CIRCRP	CIPN	03/31/2017	09/19/2017	\$460.00	10.00	\$46.00			
CIRCRP	CIWFR	03/31/2017	09/19/2017	\$432.40	10.00	\$43.24			
CIRCRP	CIDB	06/30/2017	08/09/2017	\$29.25	10.00	\$2.93			
CIRCRP	CIPN	06/30/2017	08/09/2017	\$95.85	10.00	\$9.59			
CIRCRP	CIWFR	06/30/2017	08/09/2017	\$89.10	10.00	\$8.91			
<b>Totals</b>						<b>\$28,885.07</b>	<b>\$27,489.70</b>		
<b>Total Due upon Receipt</b>						<b>\$1,395.37</b>			

Please remit penalty due under separate cover from any hours submissions. Please attach a copy of this letter with your remittance.  
Thank you